

DECLARATION

DECLARATION OF RAAQIM KNIGHT

I, Raaqim Knight, declare as follows:

1. I am an attorney licensed to practice before all courts of the State of California and before this Court. I am an associate in the law firm of Manatt, Phelps & Phillips, LLP, counsel for Plaintiff Ticketmaster L.L.C. ("Ticketmaster") in this matter. I have personal knowledge of the facts set forth in this Declaration. If called as a witness, I can and will testify competently to all of these facts.

2. On or about October 15, 2007, Ticketmaster propounded on Defendant RMG Technologies, Inc.'s ("RMG") Ticketmaster L.L.C.'s First Set of Requests For Production of Documents to Defendant RMG Technologies, Inc. (the "Document Requests"). In accordance with the allegations of its Complaint, those requests sought, in general, documents concerning the identity of RMG's customers, communications with those customers regarding RMG's products and Ticketmaster's website, and the steps RMG took to develop and market products intended to be used by customers in conjunction with their purchase of tickets from the Ticketmaster website, including actual visits to the Ticketmaster website.

3. On or about November 14, 2007, RMG responded by asserting objections and refusing to produce any documents.

4. On or about November 21, 2007, Mark Lee and Alison White, of Manatt, Phelps & Phillips, LLP, met and conferred with David Tarlow, counsel for RMG, regarding RMG's responses to Ticketmaster's document requests. At that conference, RMG agreed to provide supplemental responses to the document requests and to provide additional documents, beginning with an initial production of documents to take place on January 7, 2008, which would be followed by a subsequent production of documents accompanying the supplemental responses due January 29, 2008.

1 5. During the November 21, 2007 conference of counsel, Mr.
 2 Tarlow raised the issue that the definition of "Tickets" set forth in the Document
 3 Requests was limited to ticket purchased from www.ticketmaster.com by RMG or
 4 on its behalf. Counsel for Ticketmaster explained that the term "Tickets" as used in
 5 this request was not so limited. Counsel for Ticketmaster invited RMG to seek
 6 further clarification regarding any other seemingly inapplicable definitions, if
 7 necessary. However, RMG never sought any additional clarification for any of the
 8 other terms used.

9 6. On or about January 29, 2008, RMG served its supplemental
 10 responses on Ticketmaster. On that same date, Chandra Richards McLaughlin of
 11 Coggan and Tarlow, counsel for RMG, sent an email to Mark Lee and Alison
 12 White, counsel for Ticketmaster, attaching RMG's supplemental responses, and
 13 stating that "[d]ocuments will be sent under separate cover." However,
 14 Ticketmaster never received such documents. Attached hereto as **Exhibit A** is a
 15 true and correct copy of Ms. McLaughlin's January 29, 2008 e-mail.

16 7. In its supplemental response to Request No. 5, RMG stated that
 17 it "has developed software for the purchase of tickets." In its supplemental
 18 response to Request No. 8, which seeks documents relating to "Automated
 19 Devices" used to access Ticketmaster's website, RMG identified its "Ticket Broker
 20 Acquisition Tool" ("TBAT"). In addition, in response to Request No. 11, which
 21 seeks documents relating to how RMG obtained or developed Automated Devices,
 22 RMG did not deny possessing responsive documents, but merely objected that they
 23 contain "trade secrets." These responses clearly demonstrate that RMG is in the
 24 business of developing automated devices for profit, and it defies all reason for
 25 RMG to claim that it has not received any revenue therefrom.

1 8. On January 25, 2008, Don Brown, of Manatt, Phelps & Phillips,
2 sent via e-mail a draft stipulated protective order to David Tarlow, counsel for
3 RMG, for his consideration. Mr. Tarlow did not respond to Mr. Brown's January
4 25, 2008 e-mail. Attached hereto as **Exhibit B** are true and correct copies of the
5 January 25, 2008 e-mail and the accompanying draft stipulated protective order.

6 9. On February 4, 2008, Mr. Brown sent Mr. Tarlow another e-
7 mail, superseding his January 28, 2008 e-mail, which attached a revised draft
8 stipulated protective order. Mr. Tarlow did not respond to Mr. Brown's February
9 4, 2008 e-mail, or otherwise provide any comments regarding either of the draft
10 protective orders that Mr. Brown forwarded. Attached hereto as **Exhibit C** are true
11 and correct copies of the February 4, 2008 e-mail and the accompanying revised
12 draft stipulated protective order.

13 10. On March 5, 2008, I met and conferred with Mr. Tarlow
14 regarding RMG's supplemental responses to Ticketmaster's documents requests.,
15 pursuant to L.R. 37-1.

16 11. At the March 5, 2008 mandatory conference of counsel, I
17 inquired into the whereabouts of the documents that RMG indicated it would
18 produce along with the supplemental responses. Mr. Tarlow indicated that at the
19 time Ms. McLaughlin of his office stated that responsive documents would be
20 forthcoming, he was under the erroneous belief that RMG possessed additional
21 responsive documents. I requested that Mr. Tarlow double-check with RMG
22 regarding whether or not it possesses additional responsive documents. Mr. Tarlow
23 indicated that he would double-check. Given the approaching discovery cut-off in
24 this matter, I could only grant RMG until March 12, 2008, to provide a
25 supplemental response. To date, RMG still has not provided any additional
26 documents.

1 12. With respect to RMG's confidentiality objections, I proposed
2 that the parties enter into a mutually agreeable stipulated protective order, thus
3 allaying RMG's confidentiality concerns. However, Mr. Tarlow stated that RMG's
4 principals would not enter into any stipulated protective order with Ticketmaster.

5 13. With respect to Request Nos. 8 and 30, Mr. Tarlow indicated
6 that RMG possessed no documents responsive to these requests. However, Mr.
7 Tarlow explained that RMG had interpreted the definition of "Tickets" to exclude
8 tickets not purchased by RMG or on RMG's behalf. I indicated that the request
9 was not intended to be limited in that fashion and offered to amend the request by
10 removing the phrase "and buy Tickets." Mr. Tarlow indicated that RMG would
11 search again for responsive documents in light of Ticketmaster's broader
12 interpretation. However, given the approaching discovery cut-off in this matter, I
13 could only grant RMG until March 7, 2008, to provide a supplemental response.
14 To date, RMG still has not provided a supplemental response.

15 14. With respect to Request No. 13, in response to RMG's
16 contention that the request is overly broad, I requested proposals from RMG for re-
17 wording the request in a manner that would allay its overbreadth concerns. Mr.
18 Tarlow indicated that he would confer with his client regarding the provision of a
19 re-worded request that would be acceptable in his view. Given the approaching
20 discovery cut-off in this matter, I could only grant RMG until March 7, 2008, to
21 provide a supplemental response. To date, RMG still has not provided a
22 supplemental response.
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1 15. With respect to Request No. 35, Mr. Tarlow indicated that,
 2 despite only expressly naming TBAT and Super Proxy, it had, in fact, produced all
 3 responsive documents in its possession relating to all of the items listed on MPI
 4 Exh. 1 (Exhibit 1 to Ticketmaster's Motion for Preliminary Injunction). Mr.
 5 Tarlow indicated that it would supplement its response to Request No. 35 to reflect
 6 such a comprehensive production. However, given the approaching discovery cut-
 7 off in this matter, I could only grant RMG until March 7, 2008, to provide a
 8 supplemental response. To date, RMG still has not provided a supplemental
 9 response.

10 16. With respect to document requests 50 and 54, Mr. Tarlow
 11 indicated that he was informed that these websites were not viewable and did not
 12 otherwise exist. I responded that he possessed information to the contrary. Mr.
 13 Tarlow stated that he would double-check with his client and if the website did at
 14 one time exist, RMG would produce an activity log or other responsive documents.
 15 Given the approaching discovery cut-off in this matter, I could only grant RMG
 16 until March 7, 2008, to provide a supplemental response. To date, RMG still has
 17 not provided a supplemental response.

18 17. With respect to Request Nos. 29 and 37, at the mandatory
 19 conference of counsel, Mr. Tarlow indicated that producing documents in response
 20 to these requests would amount to an admission of wrongdoing by RMG, and, thus,
 21 no responsive documents would be produced. Mr. Tarlow indicated that RMG
 22 maintains that they never took efforts to conceal the purchase of tickets, that this
 23 request is encompassed by others, and that Ticketmaster can get the information it
 24 seeks from RMG's ISPs. I proposed to replace the term "conceal" with a term that
 25 RMG would not view as constituting an admission of wrongdoing. Mr. Tarlow
 26 rejected that proposal, however, and stated his view that the request could not be
 27 cured.
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1 18. With respect to Request No. 26, Mr. Tarlow stated that RMG's
2 production of IP addresses discharged its obligation to respond to this request. He
3 elaborated that a review of the IP addresses used by RMG would reveal the ISP's
4 used by RMG. I responded that RMG should produce additional documents (other
5 than IP addresses) that specifically identify ISP's used by RMG. Mr. Tarlow
6 indicated that he would confer with his client regarding whether any such
7 documents exist. Given the approaching discovery cut-off in this matter, I could
8 only grant RMG until March 7, 2008, to provide a supplemental response. To date,
9 RMG still has not provided a supplemental response.

10 19. With respect to Request No. 56, Mr. Tarlow reiterated RMG's
11 position that according to the definition of the term "Tickets," no responsive
12 documents exist. Ticketmaster's counsel offered to amend the request by dropping
13 the phrase "and buy Tickets." Mr. Tarlow stated that he would ask RMG if it
14 possesses documents responsive to the modified request. Given the approaching
15 discovery cut-off in this matter, I could only grant RMG until March 7, 2008, to
16 provide a supplemental response. To date, RMG still has not provided a
17 supplemental response.

18 20. With respect to Request No. 39, At the mandatory conference of
19 counsel, I suggested that RMG amend its response to remove the objection based
20 on relevance and produce responsive documents in its possession. Mr. Tarlow
21 stated that he would confer with his client regarding supplementing the response
22 and whether RMG possessed any responsive documents. Given the approaching
23 discovery cut-off in this matter, I could only grant RMG until March 7, 2008, to
24 provide a supplemental response. To date, RMG still has not provided a
25 supplemental response.
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21. With respect to Request No. 9, Mr. Tarlow stated that he is informed that the typing server, source libraries, and 32 source codes referenced above are not "web based applications." He stated that he would double-check with RMG, but that if his understanding is confirmed, RMG's existing response would stand. Given the approaching discovery cut-off in this matter, I could only grant RMG until March 7, 2008, to provide a supplemental response. To date, RMG still has not provided a supplemental response.

22. With respect to Request No. 38, I suggested that RMG internally undertake efforts to identify which of its employees were involved in the development of the items listed on MPI Ex. 1, and then produce all communications to or from those employees relating to the development of the items listed on MPI Ex. 1. Mr. Tarlow stated that RMG provided all software development documentation as indicated in a letter dated December 6, 2008. Mr. Tarlow stated that he does not believe any additional documents relating to the development of the software at issue exist, given ad hoc nature of software development and RMG's general operations. However, he stated that he would confer with his client to ensure that it possess no additional responsive documents. Given the approaching discovery cut-off in this matter, I could only grant RMG until March 7, 2008, to provide a supplemental response. To date, RMG still has not provided a supplemental response.

23. With respect to Request No. 41, in response to RMG's claim that the request was overbroad and that it had already produced documents relating to visits to www.ticketmaster.com during which a purchase had been made, I offered to limit the request to documents relating to visits to site relating to RMG's development of its ticket-purchasing software. Mr. Tarlow stated that he would confer with his client to ascertain whether it possesses additional responsive documents, but that the requested information is equally available to Ticketmaster by way of the IP addresses that RMG has produced. He also requested that Ticketmaster undertake to determine whether or not it already possesses the requested information, which, in his view, would alleviate RMG's need to search for the responsive documents. Given the approaching discovery cut-off in this matter, I could only grant RMG until March 7, 2008, to provide a supplemental response. To date, RMG still has not provided a supplemental response.

24. With respect to Request No. 48, I proposed amending the request by replacing the term "registered" with the phrase "owned and/or operated." Mr. Tarlow stated that he would confer with his client, but would likely not agree to the proposed amendment unless RMG is afforded a new 30-day deadline within which to comply, because, in his view, the proposed amendment would constitute an entirely new request. Because very little time remains before the discovery cutoff, I could not agree to provide an additional 30 days for RMG to respond.

25. With respect to Request No. 58, Mr. Tarlow indicated that he would confer with his client regarding production of responsive documents. I reiterated that the request encompasses all communications regarding RMG's products. Given the approaching discovery cut-off in this matter, I could only grant RMG until March 7, 2008, to provide a supplemental response. To date, RMG still has not provided a supplemental response.

1 26. With respect to Request Nos. 34 and 57, I suggested that RMG
2 produce additional documents. Refusing to agree to produce responsive
3 documents, Mr. Tarlow stated that all of RMG's revenue and profits are irrelevant
4 because Ticketmaster has not sought the equitable remedy of disgorgement, nor is it
5 available in his view. I responded that the information may, however, be relevant
6 to Ticketmaster's efforts to impose a constructive trust and to prove damages.

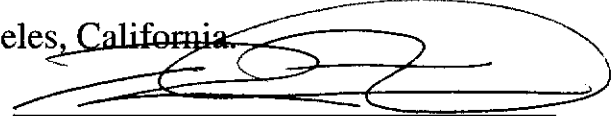
7 27. With respect to Request No. 3, I suggested that RMG produce
8 responsive documents. In response, Mr. Tarlow reiterated RMG's position that
9 this request is irrelevant, as its only relevance, in his view, would be to identify
10 additional defendants, but the time to add additional defendants in this case has
11 lapsed. Mr. Tarlow stated further that it has already produced the records for the
12 125 instances in which RMG purchased tickets on www.ticketmaster.com and
13 RMG will not produce the source of the funds used to make those purchases.

14 28. With respect to Request No. 27, Mr. Tarlow indicated that the
15 request is overly broad because "communications" with an ISP might include every
16 single time one of its computers accessed any webpage utilizing the service of an
17 ISP. In response, I offered to narrow this request to communications with the
18 proprietors of ISPs, thereby distinguishing the electronic communications between
19 machines and communications between the human representative of RMG and
20 human representatives of ISPs. Mr. Tarlow indicated that he would confer with his
21 client regarding providing documents responsive to the narrowed request. Given
22 the approaching discovery cut-off in this matter, I could only grant RMG until
23 March 7, 2008, to provide a supplemental response. To date, RMG still has not
24 provided a supplemental response.

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1 29. With respect to Request No. 14, I offered to modify the request
2 to eliminate the use of the defined term "Tickets." I also reiterated its contention
3 that Request Nos. 60 and 61 are not limited to communications involving attorneys
4 and their support staff, and, thus, to the extent RMG possesses responsive
5 communications with others, those documents should be produced. Mr. Tarlow
6 indicated that he would confer with his client regarding the production of
7 responsive documents consistent with the modified and clarified requests. Given
8 the approaching discovery cut-off in this matter, I could only grant RMG until
9 March 7, 2008, to provide a supplemental response. To date, RMG still has not
10 provided a supplemental response.

11 I declare under the penalty of perjury under the laws of the United
12 States that the foregoing is true and correct, and that this declaration was executed
13 by me on March 12, 2008, in Los Angeles, California.



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16 Raaqim A. S. Knight